

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

APPROVING AN INTERLOCAL AGREEMENT)
BETWEEN LEWIS COUNTY AND WAHKIAKUM) RESOLUTION NO. 12- 133
COUNTY FOR INSPECTION OF BRIDGES)

WHEREAS, pursuant to RCW 39.34 and RCW 47.28.140, it is permitted for governmental entities to contract between each other to provide needed services; and

WHEREAS, Wahkiakum County is occasionally in need of the services of engineers with specialized expertise to inspect bridges on its county roads for the purpose of safety and maintenance; and

WHEREAS, Lewis County has personnel capable of providing this expertise and is willing to provide their services; and

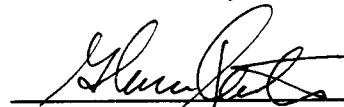
WHEREAS, it appears to be in the public's best interest to authorize this Interlocal Agreement between Wahkiakum County and Lewis County.

NOW THEREFORE BE IT RESOLVED, that the attached Interlocal Agreement between Lewis County and Wahkiakum County for bridge inspection service is hereby approved and the Chairman of the Board of County Commissioners is authorized to sign the same.

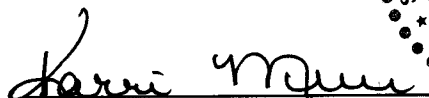
DONE IN OPEN SESSION this 23rd day of April, 2012.

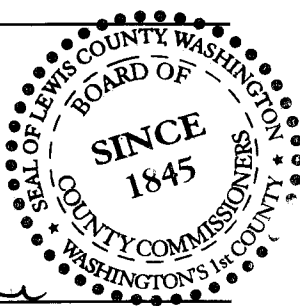
APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney


By: Civil Deputy

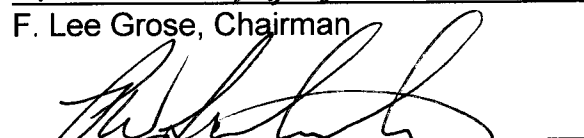
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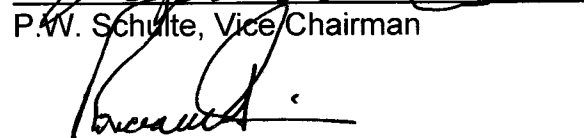

Karri Muir, Clerk of the Board



**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**


F. Lee Grose, Chairman


P.W. Schulte, Vice Chairman


Ron Averill, Member

RESOLUTION NO. 56-12

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR BRIDGE INSPECTION

WHEREAS, pursuant to RCW 39.34 and RCW 47.28.140, it is permitted for governmental entities to contract between each other for bridge inspection duties; and

WHEREAS, Wahkiakum County is occasionally in need of the services of engineers with specialized expertise to inspect the structural integrity of the bridges on its county roads for the purpose of safety and maintenance; and

WHEREAS, Lewis County has personnel capable of providing this expertise and is willing to provide their services;

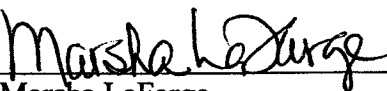
NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WAHKIAKUM AS FOLLOWS:

The County approves entry into an Interlocal Agreement for Bridge Inspection in the form attached hereto as Exhibit A.

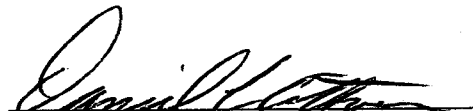
DULY PASSED AND ADOPTED this 3 day of April, 2012.

**BOARD OF COUNTY COMMISSIONERS
OF WAHKIAKUM COUNTY, WASHINGTON**

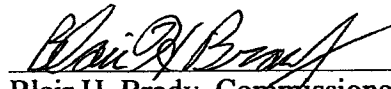
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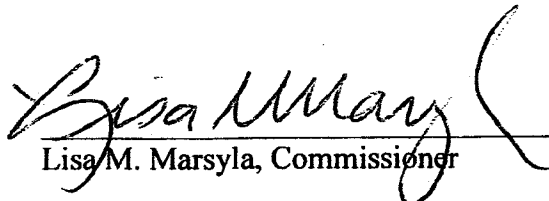
Marsha LaFarge
Clerk of the Board



Daniel L. Cothren, Chairman



Blair H. Brady, Commissioner



Lisa M. Marsyla, Commissioner

APPROVED AS TO FORM this
27th day of March, 2012:



Daniel H. Bigelow
Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR BRIDGE INSPECTION BETWEEN
LEWIS COUNTY, WASHINGTON, AND WAHIAKUM COUNTY,
WASHINGTON**

THIS AGREEMENT is between **WAHIAKUM COUNTY, WASHINGTON**, a political subdivision of the State of Washington (hereinafter referred to as "Wahkiakum"), and **LEWIS COUNTY, WASHINGTON**, political subdivision of the State of Washington (hereinafter referred to as "Lewis"):

Recitals:

A. This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington.

B. The Board of Commissioners of Wahkiakum, by Resolution No. 56-12 adopted at its meeting held April 3 2012, has approved and authorized the terms of this Agreement.

C. The Board of Commissioners of Lewis, by Resolution No. 12133 adopted at its meeting held April 23, 2012, has approved and authorized the terms of this Agreement.

D. Pursuant to RCW 36.78.070 and WAC Chapter 136-20, it is the responsibility of the counties to inspect bridges on and along county roads.

E. Wahkiakum has need of a qualified and experienced inspector to perform the duties required of it under RCW 36.78.070 and WAC Chapter 36-20; while Lewis has such personnel available and capable of doing such work.

F. Therefore, for the mutual purposes of Lewis and Wahkiakum, the parties enter into the mutual covenants below stated.

1. RESPONSIBILITY OF LEWIS

Lewis will perform bridge inspection and other services pursuant to WAC Chapter 136-20 and the Scope of Work attached hereto and incorporated herein by this reference as though fully set out.

2. RESPONSIBILITY OF WAHIAKUM

(a) Wahkiakum will compensate Lewis upon the following terms:

- Actual hourly rate plus benefits of Lewis County employees for their time spent traveling to and from Wahkiakum County and performing labor in furtherance of LEWIS's obligations under this Agreement.
- For travel in LEWIS's vehicles in furtherance of LEWIS's obligations under this Agreement, mileage in an amount to be determined by reference to the Washington State Office of Financial Management's then current mileage rate. As of signature herein, that rate may be accessed at <http://www.ofm.wa.gov/resources/travel.asp>.
- For meals for LEWIS's agents while in Wahkiakum County performing labor in furtherance of LEWIS's obligations under this Agreement, the lesser of their actual cost or the rate determined by reference to the Washington State Office of Financial Management's then current rate for such meals.
- For rental of special equipment that may be reasonably necessary in the performance of LEWIS's obligations under this Agreement, the actual amount expended by LEWIS for such expenditure.
- Additional expenditures for necessary equipment and/or supplies not to exceed ONE HUNDRED DOLLARS (\$100.00) per month may be approved by consultation between an authorized agent of LEWIS and the Wahkiakum County Public Works Director. Additional expenses over this amount may be approved with approval of the Board of Commissioners of Wahkiakum County.

(b) LEWIS will invoice WAHAKIAKUM for payment under this Agreement not more than monthly nor less than quarterly. Payments will be deemed timely if paid no more than thirty (30) days after receipt of invoice.

3. STATUS OF THE PARTIES

Both parties understand and agree that LEWIS is acting hereunder as an independent contractor, with the intended result that control of LEWIS's personnel, discipline, and all other aspects of employee management shall be governed entirely by LEWIS.

4. INDEMNIFICATION

Each of the parties hereto agrees to be liable for its own conduct and to indemnify the other party against any and all losses therefor. In the event that damages are awarded by any court or arbitrator against Lewis County or any of its officers or employees (referred to hereinafter in this section as "Lewis County"), as well as against a third party defendant or defendants, based upon a tort in any way arising out of or relating to the performance of this agreement, then, as between Wahkiakum County and Lewis County, Lewis County shall be liable only for that percentage of the total fault which is attributable to Lewis County in respect of each claimant's damages. Thus, if, by virtue of Washington's law of contributory fault (including but not limited to RCW 4.22.070(1)(b)), Lewis County and another defendant or defendants against whom judgment is entered are jointly and severally liable for the sum of their proportionate shares of the claimant's or

claimants' total damages, then Wahkiakum county shall indemnify Lewis County in respect of all liability other than the amount of money damages attributable to the percentage of the total fault which is attributable to Lewis County.

5. AGREEMENT MODIFICATIONS

Either party may request modification of this Agreement at any time. Each modification shall be expressed in writing, signed by both parties, and filed with the original Agreement. Neither party is under any obligation to agree to a modification proposed by the other party.

6. PERIOD OF AGREEMENT

The period of this Agreement shall begin upon its execution by both parties and shall continue for an indefinite term, subject only to modification as provided in Paragraph 5 or termination as provided in Paragraph 7.

7. TERMINATION FOR PUBLIC CONVENIENCE

Either **LEWIS** or **WAHAKIAKUM** may terminate this Agreement in whole or in part whenever either party determines, in their respective discretion, that such termination is in the interests of the respective party. Whenever the Agreement is terminated in accordance with this paragraph, **LEWIS** shall be entitled to payment for actual work performed at the date of termination. Notice of termination shall be given in writing at least sixty (60) days prior to the effective termination date. Either party may terminate this Agreement forthwith for cause (following notice and an opportunity for the other party to cure the problem), with no obligation to complete further work in such an event. Any inspections in process but not completed on the date of termination shall be completed and **LEWIS** shall be compensated for such investigations according to the terms of this Agreement.

8. ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

9. COMPLETE UNDERSTANDING

This Agreement contains the entire understanding of the parties hereto and there are no other written or oral understandings or promises between the parties with respect to the subject matter of this Agreement, other than those contained herein. This Agreement cannot be modified by course of dealing. All modifications or amendments to this Agreement must be in writing and signed by both parties.

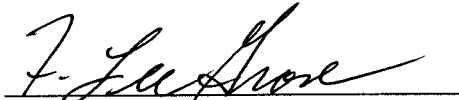
Any legal action pursued by either party regarding this contract shall be conducted at Thurston County Superior Court.

10. FILING

Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed in duplicate originals as of the date of the last party to sign below.

**BOARD OF COMMISSIONERS
OF LEWIS COUNTY,
WASHINGTON, By:**


Chair

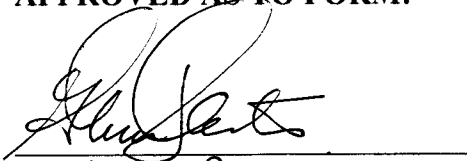
**BOARD OF COMMISSIONERS
OF WAHIAKUM COUNTY,
WASHINGTON, By:**


Dan Cothren, Chair

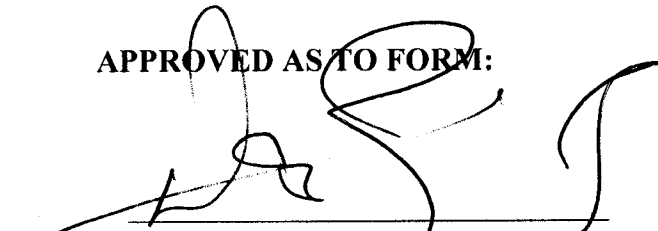
Date: April 23, 2012

Date: April 3 2012


APPROVED AS TO FORM:


Civil Deputy Prosecuting
Attorney for Lewis
County

APPROVED AS TO FORM:


Daniel H. Bigelow
Prosecuting Attorney, Wahkiakum

ATTEST:


Marsha LaFarge
Clerk of the Board of County Commissioners

SCOPE OF WORK

- 1) **Bridge Inspection Services-Routine** The Lewis County Public Works Department will provide qualified bridge inspectors for routine bridge inspections on Wahkiakum County bridges. Such inspections will be conducted at a time which meets or exceeds the required timeline for inspection, based on the last inspection date. Following such routine inspections, the inspectors will report any deficiency requiring remedial action to the Wahkiakum County Engineer in a timely manner.
- 2) **Bridge Inspection Services-Under Bridge** the Lewis County Public Works Department will notify the Wahkiakum County Engineer of their capability to provide any inspections which require specialized equipment such as under-bridge inspection trucks to perform a bridge inspection. If specialized equipment is available to Lewis County, Wahkiakum County Public Works may request inspections requiring specialized equipment be performed by Lewis County Public Works. Findings of any deficiencies requiring remedial action as a result of inspections requiring specialized equipment will be reported to the Wahkiakum County Engineer in a timely manner.
- 3) **Washington State Bridge Data Base** Lewis County Public Works will upload data from their inspections to the Washington State Department of Transportation's (WSDOT) data base for bridges and structures, using the current software system of WSDOT. Data will be uploaded in a time frame consistent with WSDOT requirements.
- 4) **Special Inspections** Lewis County Public Works will not have responsibility for any special inspections such as underwater inspections, however they may coordinate the findings of such special inspections with the Wahkiakum County Engineer for upload to the WSDOT data base.
- 5) **Program Manager** The WSDOT Local Programs Bridge Engineer will provide Program Manager services for the purpose of updating the WSDOT bridge data base. The Wahkiakum County Board of County Commissioners shall retain overall responsibility for Wahkiakum County bridges, together with the Wahkiakum County Engineer, in so far as duties have been, or may hereafter be delegated to the County Engineer by the Board.